

177239

COLUMBIA CHARLESTON FLORENCE GREENVILLE

**Haynsworth
Sinkler Boyd, P.A.**

ATTORNEYS AND COUNSELORS AT LAW

1201 MAIN STREET, 22ND FLOOR (29201-3226)
POST OFFICE BOX 11889 (29211-1889)
COLUMBIA, SOUTH CAROLINA
TELEPHONE 803.779.3080
FACSIMILE 803.765.1243
www.hsblawfirm.com

BELTON T. ZEIGLER
DIRECT DIAL NUMBER 803.540.7815
EMAIL beltonzeigler@hsblawfirm.com

December 29, 2005

VIA HAND DELIVERY

Mr. Charles L. A. Terreni
Chief Clerk and Administrator
Public Service Commission of South Carolina
Post Office Box 11649
Columbia, South Carolina 29211

Re: Filing of Amendments to Experimental Resale Firm Transportation Contracts and Experimental Resale Firm Transportation Peaking Contracts Related to Fuel Retainage Percentages.

HSB File No.: 04388.0005

Dear Mr. Terreni:

South Carolina Pipeline Corporation ("SCPC") hereby files with the Public Service Commission of South Carolina (the "Commission"), as a matter of public notice, supplemental agreements amending its experimental resale firm transportation contracts and experimental resale firm transportation peaking contracts with sale-for-resale customers. The effect of these amendments is to reduce the fuel retainage percentage related to this experimental service to one percent (1%) from two percent (2%).

Each of these agreements has been previously filed with the Commission pursuant to Regulation 103-446 of the South Carolina Code of Regulations and has been approved by the Commission as indicated below.

The agreements are as follows:

1. Supplemental Agreement Amending the Agreement for the Provision of Experimental Resale Firm Transportation Peaking Service Between South Carolina Electric & Gas Company and South Carolina Pipeline Corporation (as approved in Order 2005-694 dated December 15, 2005.)
2. Supplemental Agreement Amending the Agreement for the Provision of Resale Firm Sales Service and Experimental Resale Firm Transportation Service Between York County NGA, Chester County NGA, and Lancaster County NGA and South Carolina Pipeline Corporation (as approved in Order 2003-78 dated February 13, 2003.)
3. Second Addendum to Agreement for the Provision of Experimental Resale Firm Service and Transportation Between City of Orangeburg, South Carolina and South

Mr. Charles L. A. Terreni
December 29, 2005
Page 2

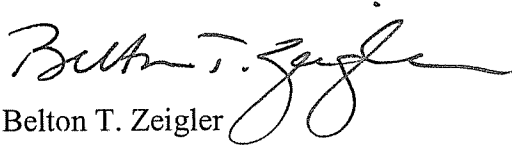
Carolina Pipeline Corporation (as approved in Order 2002-742 dated October 25, 2002.)

4. Supplemental Agreement Amending the Agreement for the Provision of Resale Firm Sales Service and Experimental Resale Firm Transportation Service Between Clinton-Newberry Natural Gas Authority and South Carolina Pipeline Corporation (as approved in Order 2003-691 dated December 1, 2003.)

Enclosed for filing are six (6) copies of each of the supplemental agreements. Please be so kind as to date-stamp an additional copy and return it to us by the courier making this filing.

Thank you for your attention to this matter.

Sincerely,



Belton T. Zeigler

BTZ/mam

enclosures

cc: Stan Bryson
C. Dukes Scott
Fred H. Boatwright
Martin K. Phalen
James A. Heckle
Michael E. Enoch
Timothy B. Thornton

SUPPLEMENTAL AGREEMENT AMENDING THE AGREEMENT FOR THE PROVISION
OF RESALE FIRM SALES SERVICE AND EXPERIMENTAL RESALE FIRM
TRANSPORTATION SERVICE BETWEEN THE CLINTON-NEWBERRY NATURAL GAS
AUTHORITY AND SOUTH CAROLINA PIPELINE CORPORATION

This Supplemental Agreement amending the Agreement for the Provision of Resale Firm Sales Service and Experimental Resale Firm Transportation Peaking Service between the Clinton-Newberry Natural Gas Authority and South Carolina Pipeline Corporation (the "Amendment") is made and entered into as of this 21st day of December, 2005, by and between SOUTH CAROLINA PIPELINE CORPORATION, its successors and assigns, hereinafter called "Seller", and the CLINTON-NEWBERRY NATURAL GAS AUTHORITY, its successors and assigns, hereinafter collectively referred to as "Buyer." Buyer and Seller are hereinafter collectively referred to as "Parties."

WITNESSETH

WHEREAS, Buyer operates a natural gas distribution system serving customers in Newberry, Laurens and Spartanburg Counties in the State of South Carolina;

WHEREAS, Seller owns and operates a natural gas pipeline system in the State of South Carolina, which supplies natural gas for resale to gas distribution systems including the Buyer's system; and

WHEREAS, Seller and Buyer entered into that certain Agreement for the Provision of Resale Firm Sales Service and Experimental Resale Firm Transportation Service between the Clinton-Newberry Natural Gas Authority and South Carolina Pipeline Corporation (the "Agreement"), dated as of on the 3rd day of November, 2003; and

WHEREAS, Buyer and Seller have mutually agreed to amend certain terms of the Agreement as set forth herein.

NOW THEREFORE, the Parties mutually agree to amend the Agreement as follows:

1. Paragraph 14 of the Agreement is amended to read as follows:

14. Fuel Retention for RFT and RFT-AO Service -Buyer agrees that a fuel retainage percentage of 1% shall apply to all amounts received under RFT or RFT-AO service to account for pipeline use gas.

2. This Amendment shall be effective for service rendered on and after December 1, 2005.

3. The remaining terms and conditions of the Agreement are hereby ratified and affirmed.

IN WITNESS WHEREOF, this Amendment has been executed on the date first above written by the Parties hereto by their officers or other representatives.

CLINTON-NEWBERRY NATURAL GAS AUTHORITY

By: Stan Bryson

Name: Stan Bryson

Title: General Manager

Witness

By: Kay King

Name: Kay KING

SOUTH CAROLINA PIPELINE CORPORATION

By: Samuel L. Dozier

Name: Samuel L. Dozier

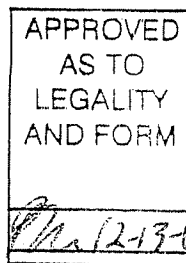
Title: Vice President

Witness

By: Lynne Hutchins

Name: Lynne Hutchins

ROS



SECOND ADDENDUM
TO AGREEMENT FOR THE PROVISION OF EXPERIMENTAL RESALE FIRM SERVICE
AND TRANSPORTATION BETWEEN THE CITY OF ORANGEBURG, SOUTH
CAROLINA, AND SOUTH CAROLINA PIPELINE CORPORATION

This Second Addendum to the Agreement for the Provision of Experimental Resale Firm Service and Transportation (the "Second Addendum") is made and entered into as of this 21ST day of December, 2005, by and between South Carolina Pipeline Corporation, its successors and assigns, hereinafter called "Seller," and the City of Orangeburg, its successors and assigns, hereinafter called "Buyer."

WITNESSETH

WHEREAS, Buyer operates a natural gas distribution system in Orangeburg County, State of South Carolina; and

WHEREAS, Seller owns and operates a natural gas pipeline system in the State of South Carolina, which supplies natural gas for resale to gas distribution systems, including the system operated by Buyer; and

WHEREAS, Buyer and Seller entered into an Agreement for the Provision of Experimental Resale Firm Service and Transportation, dated as of November 1, 2002 (the "Agreement"); and

WHEREAS, on November 1, 2002 Buyer and Seller also entered into an Addendum to the Agreement (the "Addendum") establishing revised Maximum Daily Quantities ("MDQ") for both the Experimental Resale Firm Transportation service ("RFT") and the Distribution Firm Service ("DS-1") components of the Agreement; and

WHEREAS, Buyer and Seller have mutually agreed to amend certain terms of the Agreement as amended as set forth herein.

NOW THEREFORE, in consideration of the covenants and agreements to be kept and performed by the parties hereto, it is mutually agreed as follows:

1. Appendix C: RFT Service Addendum to the Agreement is hereby amended at Paragraph 7 to reflect a one percent (1%) fuel and shrinkage factor or such lower percentage as Seller may offer under any Resale Firm Transportation contract with any other customer.
 2. The RFT MDQ under the Agreement as amended is hereby increased from 5,424 Dt/day to 5,479 Dt/day.
 3. The DS-1 MDQ under the Agreement as amended is hereby decreased from 3,476 Dt/day to 3,421Dt/day.
-

4. Appendix A to the Agreement and Revised Appendix A to the Addendum are hereby deleted and superceded by Second Revised Appendix A attached hereto.
5. If Natural Gas merchant service to all or substantially all resale customers and direct end-users is discontinued by Seller, then Buyer or Seller may elect to terminate the Agreement as of the effective date of such modification or discontinuance, provided that thirty (30) days notice of the election to terminate is given to the other Party.
6. The remaining terms and conditions of the Agreement are hereby ratified and affirmed.
7. This Second Addendum shall be effective for service rendered on and after December 1, 2005.

IN WITNESS WHEREOF, this Amendment has been executed as of date first above written by the Parties hereto by their officers or other representatives.

CITY OF ORANGEBURG

Buyer DEPARTMENT OF PUBLIC UTILITIES

By: [Signature]

Title: Manager

Witness [Signature]

Date 12-19-05

S. C. PIPELINE CORPORATION

Seller

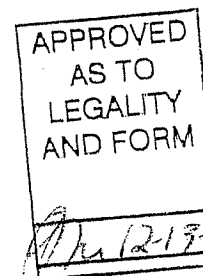
By: [Signature]

Title: Vice President

Witness [Signature]

Date December 21, 2005

RST



CITY OF ORANGEBURG

Agreement for the Provisions of Experimental Resale Firm Service and Transportation

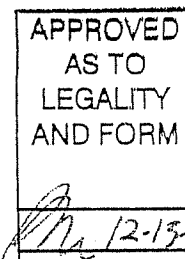
Second Revised Appendix A:

Primary Receipt and Delivery Points and Maximum Daily Quantities for DS-1 and RFT Service

Primary Receipt Points – RFT Service	Maximum Daily Quantity
Southern – Aiken Receipt Point	3,499 Dth/d
Transco – Grover Receipt Point	1,980 Dth/d
Total Receipts for RFT Service	5,479 Dth/d

Primary Delivery Points – RFT Service	Maximum Daily Quantity
Orangeburg, South Carolina	5,479 Dth/d

Primary Delivery Points – DS-1 Service	Maximum Daily Quantity
Orangeburg, South Carolina	3,421 Dth/d



ORIGINAL

THIS COPY to be RETURNED for FILES of:
SOUTH CAROLINA PIPELINE CORPORATION

SUPPLEMENTAL AGREEMENT AMENDING THE AGREEMENT FOR THE PROVISION
OF RESALE FIRM SALES SERVICE AND EXPERIMENTAL RESALE FIRM
TRANSPORTATION SERVICE BETWEEN YORK COUNTY NGA, CHESTER COUNTY NGA,
AND LANCASTER COUNTY NGA AND SOUTH CAROLINA PIPELINE CORPORATION

This Supplemental Agreement amending the Agreement for the Provision of Resale Firm Sales Service and Experimental Firm Transportation Service (the "Amendment") is made and entered into as of this ____ day of November, 2005, by and between SOUTH CAROLINA PIPELINE CORPORATION, its successors and assigns, hereinafter called "Seller", and jointly with YORK COUNTY NATURAL GAS AUTHORITY ("YCNGA"), CHESTER COUNTY NATURAL GAS AUTHORITY ("CCNGA"), AND LANCASTER COUNTY NATURAL GAS AUTHORITY ("LCNGA"), their successors and assigns, hereinafter collectively referred to as "Buyer." Buyer and Seller are hereinafter collectively referred to as "Parties."

WITNESSETH

WHEREAS, Buyer operates natural gas distribution systems in York, Lancaster, Chester, Kershaw, Fairfield, Union and Cherokee Counties in the State of South Carolina; and

WHEREAS, Seller owns and operates a natural gas pipeline system in the State of South Carolina, which supplies natural gas for resale to gas distribution systems, including the systems operated by Buyer; and

WHEREAS, Seller and Buyer entered into that certain Agreement for the Provision of Resale Firm Sales Service and Experimental Firm Transportation Service ("Agreement"), on the 5th day of December, 2002; and

WHEREAS, Buyer and Seller have mutually agreed to amend certain terms of the Agreement as set forth herein.

NOW THEREFORE, the Parties mutually agree to amend the Agreement as follows:

1. Paragraph 17 of the Agreement is amended to read as follows:
 17. Fuel Charge for RFT Service -- During the Initial Period, and any extensions thereof, Buyer agrees to pay Seller a fuel charge of one the lesser of a) one percent (1%), b) the approved tariff rate if any applies, or c) such lower percentage as Seller may offer under any Resale Firm Transportation contract with any other customer.
2. This Amendment shall be effective for service rendered on and after December 1, 2005.
3. The remaining terms and conditions of the Agreement are hereby ratified and affirmed.

IN WITNESS WHEREOF, this Amendment has been executed on the date first above written by the Parties hereto by their officers or other representatives.

YORK COUNTY NATURAL GAS AUTHORITY

By: James A. Heckle
Name: James A. Heckle
Title: President

Witness
By: G. STEUR CLARK
Name: G. STEUR CLARK

CHESTER COUNTY NATURAL GAS AUTHORITY

By: Michael E. Enoch
Name: Michael E. Enoch
Title: General Manager

Witness
By: Gail Hoyle
Name: Gail Hoyle

LANCASTER COUNTY NATURAL GAS AUTHORITY

By: Timothy B. Thornton
Name: Timothy B. Thornton
Title: General Manager

Witness
By: Wanda C. Young
Name: Wanda C. Young

SOUTH CAROLINA PIPELINE CORPORATION

By: Samuel L. Dozier
Name: Samuel L. Dozier
Title: Vice President

Witness
By: Lynn W Hutchins
Name: Lynn W Hutchins

SUPPLEMENTAL AGREEMENT AMENDING THE AGREEMENT FOR THE PROVISION
OF EXPERIMENTAL RESALE FIRM TRANSPORTATION PEAKING SERVICE
BETWEEN SOUTH CAROLINA ELECTRIC & GAS COMPANY AND SOUTH CAROLINA
PIPELINE CORPORATION

This Supplemental Agreement amending the Agreement for the Provision of Experimental Resale Firm Transportation Peaking Service between South Carolina Electric & Gas Company and South Carolina Pipeline Corporation (the "Amendment") is made and entered into as of this 15th day of December, 2005, by and between SOUTH CAROLINA PIPELINE CORPORATION, its successors and assigns, hereinafter called "Seller", and SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns, hereinafter collectively referred to as "Buyer." Buyer and Seller are hereinafter collectively referred to as "Parties."

WITNESSETH

WHEREAS, Buyer operates a natural gas distribution system serving 34 counties in the State of South Carolina;

WHEREAS, Seller owns and operates a natural gas pipeline system in the State of South Carolina, which supplies natural gas for resale to gas distribution systems including the Buyer's system; and

WHEREAS, Seller and Buyer entered into that certain Agreement for the Provision of Experimental Resale Firm Transportation Peaking Service between South Carolina Electric & Gas Company and South Carolina Pipeline Corporation ("Agreement"), dated as of on the 22nd day of September, 2005; and

WHEREAS, Buyer and Seller have mutually agreed to amend certain terms of the Agreement as set forth herein.

NOW THEREFORE, the Parties mutually agree to amend the Agreement as follows:

1. Paragraph 13 of the Agreement is amended to read as follows:

13. Fuel Retention for RFTP and RFTP-AO Service -- Buyer agrees that a fuel retainage percentage of 1% shall apply to all amounts received under RFTP or RFTP-AO Service to account for pipeline use gas.

2. This Amendment shall be effective for service rendered on and after December 1, 2005.

3. The remaining terms and conditions of the Agreement are hereby ratified and affirmed.

IN WITNESS WHEREOF, this Amendment has been executed on the date first above written by the Parties hereto by their officers or other representatives.

SOUTH CAROLINA ELECTRIC & GAS COMPANY

Witness

By: Martin K. Phalen
Name: Martin K. Phalen
Title: Vice President

By: Jeannette Armstrong
Name: Jeannette Armstrong

SOUTH CAROLINA PIPELINE CORPORATION

Witness

By: Samuel L. Dozier
Name: Samuel L. Dozier
Title: Vice President

By: Lynne Hutchins
Name: Lynne Hutchins

285

